

# MEMORANDUM

Agenda Item No. 8(K)(2)

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** October 6, 2015

**FROM:** R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Resolution authorizing the conveyance of a non-exclusive easement to the Florida Power and Light Company for the construction, operation, and maintenance of underground electric utility facilities, including cables, conduits, appurtenant equipment, and appurtenant above-ground equipment, to be installed from time to time on property owned by Miami-Dade County located generally at the intersection of Mundy Street and Day Avenue in conjunction with the development of Stirrup Plaza Phase Two; authorizing the County Mayor to execute Easement and to exercise all provisions contained therein; and authorizing the County Mayor to comply with the requirements of Resolution No. R-974-09

The accompanying resolution was prepared by the Public Housing and Community Development Department and placed on the agenda at the request of Prime Sponsor Commissioner Xavier L. Suarez.

  
\_\_\_\_\_  
R. A. Cuevas, Jr.  
County Attorney

RAC/cp

# Memorandum



**Date:** October 6, 2015

**To:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over the "From:" line.

**Subject:** Resolution Authorizing the Conveyance of a Non-exclusive Easement to Florida Power and Light Company, for the Construction, Operation, and Maintenance of Underground Electric Utility Facilities for the New Stirrup Plaza Phase Two Development and the Existing Stirrup Plaza (Phase One) and Gibson Plaza Developments

## **Recommendation**

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the conveyance of a non-exclusive easement to Florida Power and Light Company, for the construction, operation, and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above-ground equipment) to be installed from time to time, with the right to reconstruct, improve, add to, enlarge, change the voltage and size, and remove such facilities or any of them within the easement.

The easement will serve the new Stirrup Plaza Phase Two development (Phase Two), the existing Stirrup Plaza (Phase One) and Gibson Plaza developments. The folios contained in the easements are 01-4121-005-0010, 01-4121-006-0330 for Stirrup Plaza (Phases One and Two) and 01-4121-005-0030 for Gibson Plaza. The easement is within Commission District 7, represented by Commissioner Xavier L. Suarez.

## **Scope**

The new easement is required because the existing underground utility lines are located where Phase Two will be built. Additionally, the new easement will provide the increased power to serve Phase Two, Phase One and Gibson Plaza. The extent of the easement is more specifically described in the legal description that is part of the non-exclusive Underground Easement (Business) Agreement attached to the resolution.

## **Fiscal Impact/Funding Source**

There is no fiscal impact to the County. The cost of this work will be funded through the Phase Two developer, RUDG, LLC, as part of its Master Development Agreement with the County.

## **Track Record/Monitor**

This project will be monitored by Jorge R. Cibran, AIA, Director of Facilities and Development for Public Housing and Community Development (Department).

**Background**

Phase Two will consist of one new mid-rise building with 68 units (seven (7) will be public housing units and 61 affordable housing units), that will be developed on a vacant portion of the existing Stirrup Plaza public housing site. Phase Two is approximately 40,000 square feet with an estimated development cost of \$12,735,921.00, funded through Low Income Housing Tax Credits, HOME Investment Partnerships Program funds, Documentary Surtax, and other private funds.

In compliance with Resolution No. R-504-15, electric utility lines will be located underground and landscaping will be provided around the Florida Power and Light Company above-ground transformer.

A Master Development Agreement was approved by the Board pursuant to Resolution No. R-1115-14 and executed on May 29, 2015 between Miami-Dade County and RUDG, LLC for the development of Phase Two. Phase Two is anticipated to be completed by mid 2016.

The granting of this easement will provide utility services to Phase Two, Phase One and Gibson Plaza. The Department has no objection to the proposed location of the easement.

  
\_\_\_\_\_  
Russell Benford, Deputy Mayor




# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** October 6, 2015

**FROM:**   
R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Agenda Item No. 8(K)(2)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(K)(2)  
10-6-15

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE CONVEYANCE OF A NON-EXCLUSIVE EASEMENT TO THE FLORIDA POWER AND LIGHT COMPANY, FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF UNDERGROUND ELECTRIC UTILITY FACILITIES, INCLUDING CABLES, CONDUITS, APPURTENANT EQUIPMENT, AND APPURTENANT ABOVE-GROUND EQUIPMENT, TO BE INSTALLED FROM TIME TO TIME ON PROPERTY OWNED BY MIAMI-DADE COUNTY LOCATED GENERALLY AT THE INTERSECTION OF MUNDY STREET AND DAY AVENUE IN CONJUNCTION WITH THE DEVELOPMENT OF STIRRUP PLAZA PHASE TWO; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE EASEMENT AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO COMPLY WITH THE REQUIREMENTS OF RESOLUTION NO. R-974-09

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:**

**Section 1.** This Board adopts the foregoing recitals incorporated as if fully set forth herein.

**Section 2.** This Board hereby authorizes the conveyance of a non-exclusive easement to the Florida Power and Light Company for the construction, operation and maintenance of underground electric utility facilities, including cables, conduits, appurtenant equipment and appurtenant above-ground equipment, to be installed from time to time on Miami-Dade County-owned property located generally at the intersection of Mundy Street and Day Avenue in

conjunction with the development of Stirrup Plaza Phase Two, in substantially the form attached hereto as Exhibit A and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute the easement and to exercise all provisions contained therein.

**Section 3.** Pursuant to Resolution No. R-974-09, this Board directs the County Mayor or the County Mayor's designee to record the instruments of easement conveyance accepted herein in the Public Records of Miami-Dade County, Florida; directs the County Mayor or the County Mayor's designee to provide a recorded copy of the instruments to the Clerk of the Board within thirty (30) days of the execution of said instruments; and directs the Clerk of the Board to attach and permanently store recorded copies together with this resolution.

The foregoing resolution was offered by Commissioner  
who moved its adoption. The motion was seconded by Commissioner  
and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman	
Esteban L. Bovo, Jr., Vice Chairman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

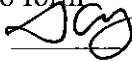
The Chairperson thereupon declared the resolution duly passed and adopted this 6<sup>th</sup> day of October, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as to form  
and legal sufficiency.



Terrence A. Smith

Work Request No. 6062537

Sec. 21, Twp 54 S, Rge 41 E

Parcel I.D. 1-4121-006-0330  
(Maintained by County Appraiser)

## UNDERGROUND EASEMENT (BUSINESS)

This Instrument Prepared By  
Name: Stirrup Plaza Phase Two, LLC.  
Co. Name: Luis Castellon  
Address: 315 S. Biscayne Blvd  
Miami, FL 33131

EXHIBIT A

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above-ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

See Exhibit "A" ("Easement Area")

Together with the right to permit any other person, firm, or corporation to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on \_\_\_\_\_, 20\_\_.

Signed, sealed and delivered in the presence of:

Miami Dade County, Florida

\_\_\_\_\_  
(Witness' Signature)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_  
(Witness)

Print Name: \_\_\_\_\_

\_\_\_\_\_  
(Witness' Signature)

Print Address: \_\_\_\_\_

Print Name: \_\_\_\_\_  
(Witness)

STATE OF \_\_\_\_\_ AND COUNTY OF \_\_\_\_\_. The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification, and who did (did not) take an oath. (Type of Identification)

My Commission Expires:

\_\_\_\_\_  
Notary Public, Signature

Print Name \_\_\_\_\_



SKETCH OF LEGAL DESCRIPTION  
5' UTILITY EASEMENT

A portion of land in the N.W.  $\frac{1}{4}$ , N.W.  $\frac{1}{4}$ , Section 21, Township 54 South, Range 41 East  
 City of Miami, Miami-Dade County, Florida,

*Scale 1" = 40'*

For: STIRRUP PLAZA PHASE II

Address: 3160 Mundy Street, Miami, FL 33133

Centerline legal description of a 5 foot Utility Easement located in the N.W.  $\frac{1}{4}$ , N.W.  $\frac{1}{4}$  in Section 21, Township 54 South, Range 41 East, City of Miami, Miami-Dade County, Florida, more particularly described as follows:

Commence at the southeast corner of Lot 2, MUNDY'S ADDITION, according to the Plat thereof, as recorded in Plat Book 15, Page 29 of the Public Records of Miami-Dade County, Florida; thence North on an assumed bearing, on and along the East line of said Lot 2, said line also being the west right of way line of Mundy Street, for 214.50 feet to the Point of Beginning; thence West for 2.50 feet; thence North parallel to the aforesaid west right of way line of Mundy Street for 96.12 feet; thence S89°09'04"W for 97.50 feet; thence S57°51'31"W for 65.00 feet; thence S05°27'58"W for 105.00 feet, to the Point of Termination of said easement centerline.

Date: 05 / 06 / 2015

This Sketch is not a Boundary Survey.

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

PREPARED BY:

RENE AIGUESVIVES  
 PROFESSIONAL SURVEYOR AND  
 MAPPER No. 4327, State of Florida.

11-15242 SHEET 1 OF 2

Not valid unless  
 it bears the  
 signature and the  
 original raised  
 seal of Florida  
 licensed Surveyor  
 and Mapper.

Alvarez, Aiguesvives and Associates, Inc.  
 L.B. No. 6867  
 Surveyors, Mappers and Land Planners  
 5701 S.W. 107th Avenue # 204, Miami, FL 33173  
 Phone 305-220-2424 Fax 305-552-8181

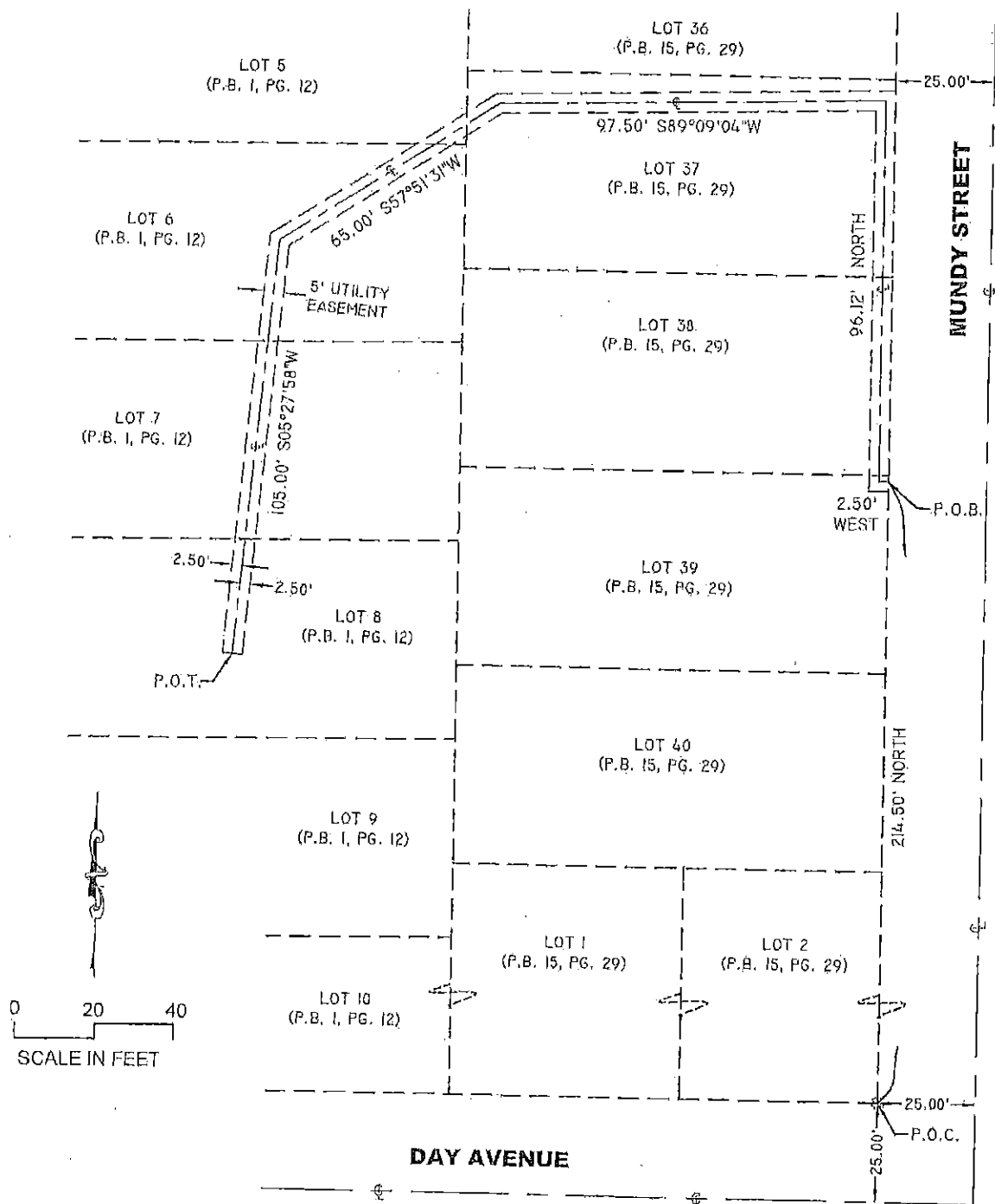
SKETCH OF LEGAL DESCRIPTION  
5' UTILITY EASEMENT

A portion of land in the N.W.  $\frac{1}{4}$ , N.W.  $\frac{1}{4}$ , Section 21, Township 54 South, Range 41 East  
City of Miami, Miami-Dade County, Florida.

Scale 1" = 40'

For: STIRRUP PLAZA PHASE II

Address: 3160 Mundy Street, Miami, FL 33133



ABBREVIATIONS:

P, Q, C, = Denotes Point of Commencement

P.O.B. = Denotes Point of Beginning

P.O.T. = Denotes Point of Termination

11-15242

SHEET 2 OF 2

Not valid unless  
it bears the  
signature and the  
original raised  
seal of Florida  
licensed Surveyor  
and Mapper.

Alvarez, Aiguesvives and Associates, Inc.

L.B. No. 6867

## Surveyors, Mappers and Land Planners

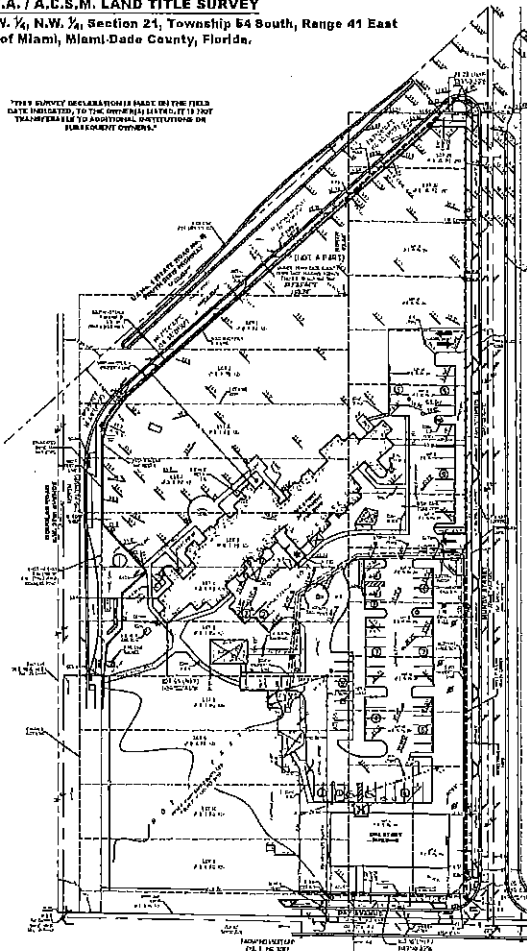
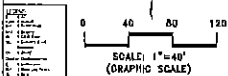
5701 S.W. 107th Avenue # 204, Miami, FL 33173

Phone 305-220-2424 Fax 305-552-8181

# STIRRUP PLAZA PHASE II A.L.T.A. / A.C.S.M. LAND TITLE SURVEY

A portion of land in the N.W. 1/4, N.W. 1/4, Section 21, Township 54 South, Range 41 East  
City of Miami, Miami-Dade County, Florida.

"THIS SURVEY DECLARATION IS BASED ON THE FIELD  
DATA INDICATED TO THE SURVEYOR. IT IS NOT  
NECESSARY TO ADDITIONAL DETERMINATIONS OR  
FURTHER CORRECTIONS."



## DECLARATION

I, the undersigned, being a duly qualified and licensed Surveyor, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the owner of the land surveyed.

Surveyed by: [Signature]

Date: [Date]

Book: [Book Number]

Page: [Page Number]

Recorded by: [Signature]

Date: [Date]

Book: [Book Number]

Page: [Page Number]

Recorded by: [Signature]

Date: [Date]

Book: [Book Number]

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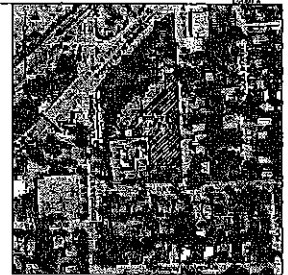
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Book: [Book Number]

Page: [Page Number]



LOCATION MAP

## DECLARATION

I, the undersigned, being a duly qualified and licensed Surveyor, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the owner of the land surveyed.

Surveyed by: [Signature]

Date: [Date]

Book: [Book Number]

Page: [Page Number]

Recorded by: [Signature]

Date: [Date]

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